



VCU

Amendment

THIRD AMENDMENT

Virginia Commonwealth University ("VCU" or "University") and OffPrem Technology, LLC ("Firm") hereby amend their Agreement, C0002588, dated October 18, 2022 ("Contract/Agreement"). All terms and conditions of the original agreement remain in full force and effect as expressly modified by this and any subsequent amendments.

WHEREAS, VCU desires to continue to obtain the goods and services that Firm offers as revised herein; and

WHEREAS, Firm agrees to continue to provide the goods and services to VCU as revised herein;

WHEREAS, the University desires to renew the Agreement for an additional term in accordance with the provisions of the original Agreement;

WHEREAS, the Agreement was originally awarded under procurement method [Request for Proposal / Invitation for Bids / Cooperative Contract / Sole Source/Exception to Competition/Etc.];

WHEREAS, the Parties acknowledge that certain contract renewals were previously executed but not styled as "Amendments," and the Parties agree that, for purposes of clarity and consistency, all such renewals shall be deemed Amendments and included in the sequential numbering of this and future Amendments.

WHEREAS, for clarity, the Parties agree that the following prior actions are deemed Amendments for purposes of numbering:

1. Renewal effective October 18, 2023 shall be deemed the First Amendment;
2. Renewal effective October 18, 2024 shall be deemed the Second Amendment;

WHEREAS, this document shall therefore be styled as the Third Amendment to the Agreement, and all future renewals and modifications shall be styled and numbered sequentially from this point forward.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Contract/Agreement as follows:

1. The Agreement is hereby renewed for an additional term commencing on October 18, 2025 and ending on October 17, 2026. This renewal shall constitute Renewal Number 3 of 4 under the Agreement.
2. The pricing applicable to this renewal term shall remain unchanged from the immediately preceding term.
3. The Firm acknowledges and agrees to maintain the insurance coverage required by the Agreement, and to provide an updated Certificate of Insurance naming Virginia Commonwealth University as an additional insured, to be sent to msmosley@vcu.edu or mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.
4. All other terms and conditions of the Agreement not specifically amended herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their respective authorized officers and effective as of the date of the last signature affixed below (Effective Date).

(signature page to follow)

Virginia Commonwealth University

Signed by:

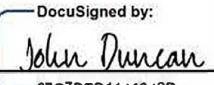
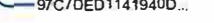
Signature 

Name: John McHugh

Title: Director, Procurement Services

Date: 10/9/2025

OffPrem Technology, LLC

DocuSigned by:

Signature 

Name: John Duncan

Title: Chief Revenue Officer

Date: 10/9/2025



Procurement Services

CONTRACT RENEWAL

DATE: 9/10/2024
CONTRACT TITLE: OffPrem Technology Consulting
CONTRACT NO: C0002588
NEW START DATE: October 18, 2024
NEW END DATE: October 17, 2025
RENEWAL NUMBER: 2 of 4
CONTRACTOR: OffPrem Technology, LLC

PRICING:

Select one of the options below.

- ☒ Pricing remains the same as the previous contract period.
☐ Attached is the revised pricing in accordance with the contract terms.

CERTIFICATE OF INSURANCE:

- ☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to msmosley@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of C0002588 shall remain unchanged and in full force and effect.

RESPONSE:

OffPrem Technology, LLC

Name of Firm

DocuSigned by:

John Duncan

97C7DED1141940D...

Signature

John Duncan

Name Printed

Chief Revenue Officer

Title

9/13/2024

Date



VCU Procurement Services

CONTRACT RENEWAL

DATE: 10/16/2023

CONTRACT TITLE: OffPrem Technology Consulting

CONTRACT NO: C0002588

NEW START DATE: 10/18/2023

NEW END DATE: 10/17/2024

RENEWAL NUMBER: 1 of 4

CONTRACTOR: OffPrem Technology LLC

PRICING:

Select one of the options below.

- ☒ Pricing remains the same as the previous contract period.
- ☐ Attached is the revised pricing in accordance with the contract terms.

CERTIFICATE OF INSURANCE:

- ☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to sbkessinger@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

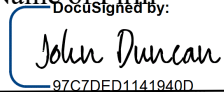
All other terms and conditions of C0002588 shall remain unchanged and in full force and effect.

RESPONSE:

OffPrem Technology LLC

Name of Firm

DocuSigned by:

97C7DED1141940D

Signature

John Duncan

Name Printed

VP, Education & Nonprofit Solutions

Title

10/18/2023

Date



Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: C0002588

This Contract is entered into by Offprem Technology hereinafter called the "Contractor" and the Commonwealth of Virginia, Virginia Commonwealth University (VCU), hereinafter called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF PERFORMANCE: This is an Optional-Use Contract with an Initial term of one year from the execution of the Contract by both parties with up to four (4) successive one-year renewal options.

FEES: The fees for the initial term are estimated to be \$75,000 based on Contractor's hourly rate and the scope of projects performed hereunder.

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The Contract Documents shall consist of the following, and in the event of any conflict or inconsistency between the provisions of the Contract Documents, such conflict or inconsistency shall be resolved by giving precedence in the following order:

The Contract Documents shall consist of the following:

- (1) This signed form;
- (2) The Request for Proposal #142164262JL dated June 24, 2021;
- (3) The Data and Intellectual Property Protection Addendum dated June 6, 2021; and
- (4) The Contractor's Proposal dated July 22, 2021.

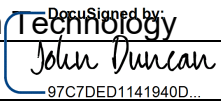
All of the Contract documents are attached and incorporated herein by reference.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Offprem Technology

By:  97C7DED1141940D...

Name Printed: John Duncan

Title: VP Education & Nonprofit Solutions

Date: 10/10/2022

PURCHASING AGENCY:

Virginia Commonwealth University

By:  EE6DA7427C67468...

Name Printed: John McHugh

Title: Director, Procurement Services

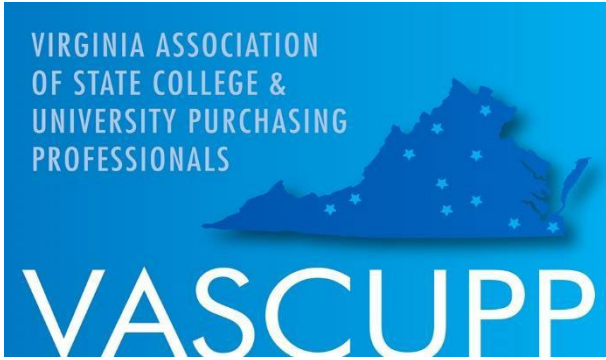
Date: 10/19/2022



Procurement Services

Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
#142164262JL

Issue Date:	June 24, 2021
Title:	SalesForce Consulting Services
Issuing and Using Agency:	Virginia Commonwealth University (VCU)
Direct Inquiries to:	Jason Lofgreen, Senior Buyer lofgreenj@vcu.edu
Proposal Due Date (Firm):	July 22, 2021 2:00 PM (EST)
Electronic Proposal Delivery:	eproposals@vcu.edu <i>Note: Do not send via US Mail.</i>
Access to Solicitation:	This solicitation and any addenda are posted and may be accessed at any time at: http://www.eva.virginia.gov
 <p>A VASCUPP Member Institution</p>	

VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
SalesForce Consulting Services
#142164262JL

OFFER FORM

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

A. GENERAL INFORMATION:

Name & Address of Firm:				Date:	
				By (Signature In Ink):	
Zip Code		Name Typed:			
E-Mail Address:		Title:			
Telephone: ()		Fax Number: ()			
Toll-free, if available			Toll-free, if available		
DUNS NO.:		FEI/FIN NO.:			

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

MINORITY-OWNED BUSINESS:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	WOMEN-OWNED:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
REGISTERED WITH eVA:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	SMALL BUSINESS:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
VIRGINIA DSBSD CERTIFIED:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	VIRGINIA DSBSD CERTIFICATION#:		

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

<input type="checkbox"/> Check the box to the left "if" your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details.	See Paragraph X for more information
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D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation. **See Paragraph VIII for more information**

Addendum #			Addendum #
Addendum Date	___/___/___		Addendum Date
Addendum #			Addendum #
Addendum Date	___/___/___		Addendum Date

Affix this Form as the FIRST PAGE of your proposal.

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I. PURPOSE

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified Offerors for consulting services to aid in the implementation and configuration of Salesforce Marketing Cloud, Blackbaud and/or other systems using or integrating with Student, Employee, alumni and/or donor data.

Term: The initial contract term shall be one (1) year, with the option of up to four (4) one-year renewals, to be exercised upon mutual signed Addendum by authorized representatives of both parties.

- B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the Contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated in the above paragraph to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

- C. OPTIONAL-USE CONTRACT: The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities with an academic medical center nationwide to receive Carnegie Foundation designations of "Highest Research Activity" and "Community Engaged." As one of the nation's top research universities, VCU attracts more than \$275 million a year in sponsored research funding.

The VCU Health brand represents the health sciences schools of VCU, the VCU Massey Cancer Center and the VCU Health System, which comprises VCU Medical Center (the only academic medical center and Level I trauma center in the region), Community Memorial Hospital, Children's Hospital of Richmond at VCU, MCV Physicians (a practice of more than 750 physicians) and Virginia Premier Health Plan.

The university and its medical center are the largest-single employer in the Richmond area, with more than 22,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU's total economic impact on Virginia is nearly \$6 billion, with more than \$3 billion in annual spending that supports more than 63,000 jobs.

VCU's 17 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf, men's soccer and men's and women's tennis, including the VCU men's basketball team's run to the Final Four in 2011.

III. STATEMENT OF NEEDS

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that the utilization of the words "shall" or "must" indicates a mandatory requirement.

A. General

1. The Contractor shall provide an organized and formulated project management process for gathering project requirements; synthesizing and outlining project scope; and determining cost, duration, and complexity of the project.
2. The Contractor shall have the ability to provide project documentation and proposed costs for each project, including:
 - a. Project Charter (Statement of Work)
 - b. Project Schedule
 - c. Project Cost and/or hourly rate per technical area
2. The Contractor shall provide project management support for the Contractor's staff to ensure assigned tasks are completed according to the Project Schedule.
3. The Contractor shall provide documented experience in conducting end-user and technical trainings (on-demand or in-person) relating to Salesforce Marketing Cloud. The Contractor shall provide a formalized process for changes in scope of services or deliverables and the increased estimate. The work requested shall be approved by VCU in advance with a written Change Order.

Consultant shall provide documented experience in any of the following as it relates to Salesforce Marketing Cloud:

1. Individual must have Salesforce certification(s)
2. Needs analysis
3. Project management
4. Email Templates/ Mobile Optimization
5. Journey Builder
6. Analytics
7. Contact configurations
8. Subscription management/contact preferences
9. Data integrations with other systems
10. Reporting
11. Sending/scheduling optimization

12. Salesforce Configuration and workflow for email creation/approval
13. Automation configuration

IV. **THE REQUEST FOR PROPOSALS PROCESS – GENERAL**

- A. **Written Proposals**: To properly respond to this Request for Proposals, Offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **Electronic Delivery Required**: As noted on the solicitation cover sheet, proposals must be electronically delivered to a specific email address prior to a FIRM deadline. Physical submissions shall not be accepted.
- C. **Initial Evaluation and Oral Presentations**: Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. **Discussions/Negotiations, Final Offers and Selection**: Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two Offerors may occur. If so, these Offerors shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. **Final Contract**: Once a final selection decision has been made, VCU will work with the chosen Offeror to finalize the terms and conditions of the contract.
- F. Each of the above steps is described below in detail. It is incumbent upon all Offerors to read the entire solicitation to understand the entire solicitation process.

V. **PREPARATION OF WRITTEN PROPOSALS – GENERAL**

- A. Offerors shall submit:
 1. **Required Forms**: The following forms must be completed and returned with the proposal
 - a) The Offer Form on Page 2 of the RFP
 - b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
 - c) Fully completed Appendix II.
 - d) All forms must be executed by an official representative of the Offeror.
 2. **Electronic Copy of the Entire Proposal**
 - a) One electronic copy (via email) of the entire proposal including all attachments and proprietary information.

VI. **SUBMISSION OF PROPOSALS**

- A. Electronic proposals must be received in Virginia Commonwealth University's Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Physical and facsimile submissions shall not be accepted in lieu of an electronic-copy submission.

- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is the timestamp associated when emails were received at eproposals@vcu.edu
- D. The RFP number must be noted in the subject line of the email, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear in the body of the email. Example:

From:

_____	_____	_____
Name of Contractor	Due Date	Time
_____	_____	
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code +4	RFP Title	

Name of Contract/Purchase Officer or Buyer: _____

If a proposal is not clearly identified, the Contractor takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may NOT be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the email.

VII. **PROPOSAL RESPONSE FORMAT**

A. General

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

B. Introduction

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

C. Qualifications of the Firm

Provide a response and describe how your firm’s overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

D. Qualification of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a Virginia Department of Small Business & Supplier Diversity (DSBSD) certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the cover sheet of this RFP, but are not required to complete Appendix I.
8. Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*. While VCU may negotiate some terms and conditions, Offerors must recognize that VCU is a public agency and must abide by the legal requirements applicable to such public agencies. Most terms and conditions in the RFP cannot be negotiated. See Appendix III for additional information.

G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

1. An hourly rate broken down by position type for proposed services or bundled fixed price offerings for specific deliverables.
2. Fully burdened hourly rates that include all billables (e.g. travel, lodging, overhead, administrative costs, etc.).
3. Any additional required materials shall be billed at cost.
4. Include pricing for all other products and services.
5. Supplier shall describe all available pricing options for services (fixed fee, hourly fees, per unit fees, etc.)

VIII. PROCUREMENT SCHEDULE

Below is a brief schedule for this solicitation, specifying the critical dates and milestones (subject to change).

Event/Milestone	Date/Date Range
Issue Date of RFP	06/24/2021
Proposal Due Date	07/22/2021
Oral Presentations	08/16/2021 – 08/17/2021
Negotiations/BAFO	08/23/2021 - 08/24/2021
Anticipated Contract Award	09/01/2021

IX. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM)

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from SWaM (Small, Women, and Minority-owned) businesses to contribute to the establishment, preservation, and strengthening of such businesses, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

Offerors must complete and submit Appendix I (see section XXV: Attachments) unless Offeror is currently a Department of Small Business and Supplier Diversity (DSBSD)-certified SWaM business. DSBSD-certified SWaM businesses must include their certification number on the coversheet of this RFP upon submission to VCU but are not required to complete Appendix I.

If Offeror is currently a DSBSD-certified SWaM business and is awarded a contract from this RFP, Offeror agrees to maintain such certification for the life of the contract (provided Offeror remains eligible). For assistance with SWaM certification, visit the DSBSD website at <http://www.sbsd.virginia.gov/>

If the awarded firm is not DSBSD certified but can qualify for certification under DSBSD guidelines, the awarded firm is strongly encouraged to apply for certification within 60 days after award of the contract. Eligibility will be determined by the DSBSD.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by DSBSD through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix I (Participation in VCU Procurement Transactions with Small Businesses and Businesses Owned by Women and Minorities).** The Offeror's response must include a description of which portion(s) of the work will be subcontracted, and must include the names and addresses of potential subcontractors that are currently certified as SWaM businesses through DSBSD.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

Unless the Contractor is a DSBSD-certified SWaM business, the Contractor shall submit quarterly reports on the direct involvement of DSBSD-certified SWaM Businesses (subcontractors) in the performance of the contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment in Appendix I for utilization of certified SWaM businesses.

The Contractor shall provide this information quarterly to: swamreporting@vcu.edu

Failure to submit the required information shall be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information may result in invoice payments being withheld until such time as the required information is provided, at VCU's discretion.

X. ADDENDA

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged and effective.
- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

XI. PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

XII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

- A. Clearly denote on the cover page of the proposal that it contains proprietary information.
- B. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.

- C. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that its entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

Section XII shall apply to all documents submitted by Offeror/Contractor throughout the duration of any negotiations, contracts, renewals, and extensions resulting from this solicitation.

XIII. LATE PROPOSALS

To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official date and time used in the receipt of responses is the timestamp associated when emails were received at eproposals@vcu.edu. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

XIV. QUESTIONS AND EXPLANATIONS TO OFFERORS

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than **2:00 PM(EST) on July 8, 2021**.

XV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but not limited to requests for information or comments or speculations regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Offeror.

XVI. ORAL PRESENTATIONS

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. VCU reserves the right to rescore proposals following oral presentations
- B. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU on the Offeror's presentation team.

XVII. BEST AND FINAL OFFERS (BAFO)

At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror (s). The Offeror(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

XVIII. QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

XIX. CANCELLATION OF SOLICITATION

The University may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

XX. EVALUATION CRITERIA

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

Qualifications and Experience	25%
Methodology/Approach	25%
Pricing Schedule	25%
SWaM Status/Utilization*	15%
Acceptance of all the terms, conditions, and specifications of this RFP**	10%

**Offeror's status as a Virginia DSBSD-certified SWaM Business, or Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in Offeror's performance of the contract (see Appendix I).*

***Offeror's failure to accept all the terms, conditions, and specifications of this RFP may result in lower overall scoring. See Appendix III for more information.*

XXI. AWARD OF CONTRACT

- A. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected Offerors.
- B. After negotiations have been conducted with each Offeror so selected, the University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.
- C. The Commonwealth reserves the right to make multiple awards as a result of this solicitation.
- D. Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

- E. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 (ten) days.

XXII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org/hem.pdf>.
- B. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. To the extent any provision of Contractor's Proposal, Quote, Statement of Work, Addenda, or other related documents is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). In every contract over \$10,000 the provisions in 1. and 2. below apply:
1. During the performance of this contract, the Contractor agrees as follows:
 - a) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor who performs work relative to this RFP.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, and social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c) All goods or services provided under this contract or purchase order, that are to be paid with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors are put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a) Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 - (2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b) The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2.(a) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written contract to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a) By mutual contract between the parties in writing; or
 - b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of

this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:
 - 1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$5,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
 5. Cyber Security Liability - \$5,000,000 (applicable only to Information Technology contracts)
- U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.
- V. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) includes the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- W. NONDISCRIMINATION OF CONTRACTORS: A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

As applicable, federal law requires compliance with the following for all federal government contracts:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability 60-741.5(a) and protected veteran status 41 CFR 60-300.5(a), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

- X. eVA REGISTRATION AND FEES: Awarded Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this solicitation/contract. The Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified Vendor Transaction Fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information.

- Y. FERPA: The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this contract for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this contract, required by law, or authorized in writing by the University.
- Z. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this Addendum. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Addendum. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the Code of Virginia.
- AA. LIMITATION OF LIABILITY: (1) The total cumulative liability of the Commonwealth, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price. (2) Contractor shall be liable for the actual damages caused by the negligence of itself, its officers, employees, and agents in connection with this contract or any goods, services, actions, or omissions relating to this contract.
- BB. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any

other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

- CC. FORCE MAJEURE: Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Addendum by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.
- DD. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- EE. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the General Assembly appropriates funds, or other applicable funding sources provide funds, for the purpose of this contract.
- FF. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual contract, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.
- GG. REALSOURCE: This solicitation and resulting contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.

XXIII. SPECIAL TERMS AND CONDITIONS

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to

deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. TERMINATION OF CONTRACT: VCU may terminate this contract if Contractor materially breaches this contract and such breach is not cured within thirty (30) days after written notice to Contractor.
- D. CONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____

Subcontractor Name: _____

License# _____ Type: _____

- E. PROMPT PAYMENT DISCOUNTS: Virginia Commonwealth University will pay within 30 days after receipt and acceptance of an invoice. Offerors are encouraged to offer a prompt payment discount, in which Offeror provides a discount off the invoice total in exchange for VCU paying the invoice in fewer than 30 days. Offeror should describe such an offer at the bottom of their pricing proposal, indicating both A) the discount percentage offered and B) the net number of days in which payment would need to be made in order to achieve the discount.
- F. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- G. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- H. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.
- I. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- J. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- K. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written contract of both parties for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in #1 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.

If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the All Items category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- L. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- M. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- N. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- O. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material contract, the Contractor shall furnish VCU with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor categories, the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at the Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If VCU determines that the estimated price is not fair and reasonable, VCU has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, VCU reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- P. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, minorities, and persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to ensure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- Q. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's contracts and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any contract resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia

Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A Contractor's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting contract, VASCUPP is not bound to use the contract and any use of the contract is strictly optional.

If the VASCUPP institutions choose to access the contract and the Contractor agrees to such access, the terms and conditions of the contract will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the contract. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this contract.

- R. GRAMM-LEACH-BLILEY ACT: The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information.
- S. CRIMINAL BACKGROUND INVESTIGATION: If Contractor employees and agents will be on the VCU campus, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the Code of Virginia, § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- T. IDENTIFICATION CARDS: All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.
- U. SECTION 508 COMPLIANCE: All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.
- V. NONVISUAL ACCESS TO TECHNOLOGY: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

- (a) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (b) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (c) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (d) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

XXIV. FEDERAL TERMS AND CONDITIONS

- A. For any purchase resulting from this RFP which is funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of the purchase contract between the parties.
 - 1. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).
 - 2. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5.
 - 3. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).
 - 4. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.
 - 5. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts."
 - 6. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387.), as amended.

7. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
8. When applicable, this Order is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.
9. The BYRD Anti-Lobbying Amendment (31 U.S.C. 1352): awards of \$100,000.00 or more will file the required certification.
10. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

XXV. ATTACHMENTS

Data and Intellectual Property Protection Addendum

Appendix I: SWaM Participation

Appendix II: Invoicing and Payment

Appendix III: Exceptions

Data and Intellectual Property Protection Addendum

1. Definitions

- a. “End User” means the individuals authorized by the University to access and use the Services provided by Contractor under this Addendum.
- b. “Personally Identifiable Information” includes but is not limited to the following: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6 and any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- d. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- e. “Services” means any goods or services acquired by the University from Contractor.
- f. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data

The parties agree that as between them all rights, including all intellectual property rights in and to University Data, shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Addendum solely for the purpose of performing its obligations hereunder. This Addendum does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the Addendum.

3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Contractor warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of this Addendum and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns to the University all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this Addendum, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is intended to or shall be construed to apply to existing intellectual property created or owned by the Contractor that the University is licensing under this Addendum. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the Contractor, and seeks ownership rights only to the extent Contractor is being engaged to develop certain intellectual property as part of its services for the University.
- c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Addendums administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Addendum and will not share or disclose such data to any third party without the prior written consent of the University, except as required by this Addendum or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under this Addendum. Contractor will ensure that employees who perform work under this Addendum have received appropriate instruction and understand how to comply with the data protection provisions of this Addendum.

The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this Addendum it will be designated as a "school official" with "legitimate educational interests" in University

education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this Addendum for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Addendum, required by law, or authorized in writing by the University.

5. Data Security

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with industry best practices commensurate to the sensitivity of the information such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- b. If Contractor stores Personally Identifiable Information as part of this Addendum, Contractor warrants that the information will be stored in accordance with industry best practices commensurate to the sensitivity of the information such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- c. Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Addendum.

6. Employee Background Checks and Qualifications

Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and temporary who may have access to University Data have passed a criminal background check pursuant to the Code of Virginia, §2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Individuals with failed background checks shall not participate in the performance of this Addendum and must undergo additional evaluation before access to information is provided.

Contractor shall maintain records sufficient to document the completion of required criminal background checks. The University reserves the right in its sole discretion to perform audits of Contractor's compliance at the University's expense to ensure compliance with this term.

Contractor shall reasonably cooperate in the performance of such audits. Contractor's obligation to maintain records documenting completion of criminal background checks shall survive the termination of this Addendum for a period of seven (7) years.

7. Data Authenticity and Integrity

Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor will be responsible during the terms of this Addendum, unless otherwise specified elsewhere in this Addendum, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

8. Security Breach

- a. Response. Upon becoming aware of a Security Breach or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability.
 - 1) If Contractor must under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
 - 2) If Contractor will NOT under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.

9. Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Contractor will
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request;

and

- iv. upon the University's request, provide the University with a copy of its response.
- b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, the University will promptly provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to respond and will cooperate with the University's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of this Addendum, Contractor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer of University Data to the University or a third party designated by the University shall occur within a reasonable period of time and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, the University will have reasonable access to University Data during the transition. In the event the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.
- b. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Audits

- a. The University reserves the right in its sole discretion to perform audits of Contractor at the University's expense to ensure compliance with the terms of this Addendum. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all Agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information

or financial or business data which has been identified to Contractor as having the potential to affect the accuracy of the University's financial statements, Contractor will at its expense conduct or have conducted at least annually a(n):

- i. American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests Contractor's security policies, procedures and controls;
- ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum; and
- iii. formal penetration test of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum.

Additionally, upon University request, Contractor will provide the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Addendum. The University may require, at University expense Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Compliance

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Addendum. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
- c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to Contractor service provided to the University, Contractor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.
- d. Section 508 Compliance: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2- 3500 through 2.2-3504 of the *Code of Virginia*.
- e. Nonvisual Access to Technology: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of

this Agreement:

- i. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- ii. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- iii. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- iv. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

13. No End User Agreements

In the event that Contractor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Addendum shall apply.

14. Survival

Contractor's obligations under Section 10 shall survive termination of this Addendum until all University Data has been returned or securely destroyed.

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED
BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity. Minority Individual: "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
 - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
 - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
 - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada,

Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

- **Service Disabled Veterans:** Veterans who are small business owners can obtain Service Disabled Veteran-owned “status” in the SWaM vendor database. This is not a separate certification; it is a designation of those businesses that are owned by Service Disabled Veterans who are certified as such by the Virginia Department of Veteran Services. Veterans wishing to apply for service disabled veteran status must first seek eligibility certification from the Department of Veteran Services by calling (804) 786-0286 or visiting the DVS website at www.virginiaforveterans.com . Veterans can apply for small, women-owned or minority-owned certification with the Department of Small Business and Supplier Diversity before or after obtaining an eligibility certificate from DVS. Both services are available at no charge.
- **Disadvantaged Business Enterprise:** The Disadvantaged Business Enterprise (DBE) certification program is a Federal program. The purpose is to increase the participation of certified DBEs in projects funded by the US Department of Transportation and other federal sectors. Projects typically include heavy construction, such as building and designing roads, bridges, railroads, ports, and airports. The Program is governed by the U.S. Federal Regulations in 49 CFR Parts 26 and 23.
- **The Virginia Unified Certification Program** includes two certifying agencies:
 - The Department of Small Business and Supplier Diversity (DSBSD)
 - The Metropolitan Washington Airports Authority (MWAA)

There is no need to submit an application to both agencies. Federal DBE certification by either agency is fully accepted throughout Virginia.

If you plan to participate in the procurement process with one of the Commonwealth of Virginia’s state agencies that does not receive federal transportation funds, you need to apply for SWaM certification, not DBE certification. To apply for SWaM certification, please [click here](#).

- **Employment services organization (ESO):** is an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.
- **8a** is a SBA federal certification. If a firm provides documentation that they are certified as such they can participate in the SWaM program without any additional paperwork.
- **EDWOSB**-stands for economically disadvantaged woman owned small business. This too is a federal certification that is verified by WBENC. Again no additional paperwork is required other than the WBENC certification document.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN,

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not currently Virginia Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors, or as suppliers. VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

Commitment for utilization of DSBSD SWaM Businesses:

_____ % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: _____

Email: _____

Phone: _____

Firm: _____

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:

By *(Signature)*:

Name Printed:

Title:

Email:

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) in order to fulfill the Offeror's commitment for utilization.

APPENDIX II

INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable, PO Box 3985 Scranton, PA 18505, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the VCU RealSource vendor portal; and Contractor agrees to comply, to the extent commercially reasonable, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, but the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the method selected below.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. Paper Check

Contractor must indicate the method of payment selected:

Commercial Card Payment (Wells Fargo VISA)

Paper Check

Invoicing and Payment Method Acknowledgement:

Signature:

Name Printed:

Title:

Name of Firm:

Date:

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: _____

Title:

Mailing address: _____

Email address:

Phone number:

Fax number:

APPENDIX III
EXCEPTIONS

Any and all exceptions to the terms, conditions, or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive. VCU also reserves the right at its sole discretion to reject Offeror exceptions.

Unless specific exceptions are made within the firm’s proposal, VCU will assume that the Offeror accepts all the terms, conditions, and specifications of this RFP. In the event that VCU enters into negotiations with an Offeror, VCU may decide only to negotiate those items included as exceptions listed in Appendix III. If during negotiations the Offeror raises issues that were not included in the Offeror's Appendix III submittal, then VCU may in its sole discretion terminate the negotiations.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION

Data and Intellectual Property Protection Addendum

1. Definitions

- a. “End User” means the individuals authorized by the University to access and use the Services provided by Contractor under this Addendum.
- b. “Personally Identifiable Information” includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- d. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- e. “Services” means any goods or services acquired by the University from the Contractor.
- f. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Addendum solely for the purpose of performing its obligations hereunder. This Addendum does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the Addendum.

3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Contractor warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of this Addendum and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent

infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this Addendum to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is, however, intended to or shall be construed to apply to existing intellectual property created or owned by the vendor that the University is licensing under this Addendum. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the vendor, and seeks ownership rights only to the extent Vendor is being engaged to develop certain intellectual property as part of its services for the University.

- c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Addendums administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Addendum and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Addendum or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under this Addendum. Contractor will ensure that employees who perform work under this Addendum have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Addendum.
- d. The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this Addendum it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this Addendum for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Addendum, required by law, or authorized in writing by the University.

5. Data Security

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with industry best practices commensurate to the sensitivity of the information; such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- b. If Contractor stores Personally Identifiable Information as part of this Addendum, Contractor warrants that the information will be stored in accordance with industry best practices commensurate to the sensitivity of the information; such as controls outlined in

the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.

- c. Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Addendum.
6. **Employee Background Checks and Qualifications**
Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential and/or proprietary information, and/or data about VCU personnel and/or students, have passed a criminal background check pursuant to the Code of Virginia, §2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies: <http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>
Individuals with failed background checks shall not participate in the performance of this Addendum and must undergo additional evaluation before access to information is provided. Contractor shall maintain records sufficient to document the completion of required criminal background checks. The University reserves the right in its sole discretion to perform audits of Contractor's compliance at the University's expense to ensure compliance with this term. Contractor shall reasonably cooperate in the performance of such audits. Contractor's obligation to maintain records documenting completion of criminal background checks shall survive the termination of this Addendum for a period of seven (7) years.
 7. **Data Authenticity and Integrity**
Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor will be responsible under the terms of this Addendum, unless otherwise specified elsewhere in this Addendum, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 8. **Security Breach**
 - a. **Response.** Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
 - b. **Liability.**
 - 1) If Contractor must under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
 - 2) If Contractor will NOT under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally

Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.

9. Response to Legal Orders, Demands or Requests for Data
 - a. Except as otherwise expressly prohibited by law, Contractor will:
 - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - consult with the University regarding its response;
 - cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - upon the University's request, provide the University with a copy of its response.
 - b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, the University will promptly provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.
10. Data Transfer Upon Termination or Expiration
 - a. Upon termination or expiration of this Addendum, Contractor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
 - b. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.
11. Audits
 - a. The University reserves the right in its sole discretion to perform audits of Contractor at the University's expense to ensure compliance with the terms of this Addendum. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.

- b. If Contractor must under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to Contractor as having the potential to affect the accuracy of the University's financial statements, Contractor will at its expense conduct or have conducted at least annually a(n):

- American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Contractor's security policies, procedures and controls;
- vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum; and
- formal penetration test of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum.

Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Addendum. The University may require, at University expense, Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Compliance

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Addendum. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
- c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to Contractor service provided to the University, Contractor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.
- d. Section 508 Compliance: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.
- e. Nonvisual Access to Technology: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
- i. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - ii. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

- iii. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- iv. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

13. No End User agreements

In the event that Contractor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Addendum shall apply.

14. Survival

The Contractor's obligations under Section 10 shall survive termination of this Addendum until all University Data has been returned or securely destroyed.




**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
SalesForce Consulting Services
#142164262JL**

OFFER FORM

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

A. GENERAL INFORMATION:

Name & Address of Firm: Offprem Technology				Date: 7/22/2021	
12175 Visionary Way, Suite 1020				By (Signature In Ink): 	
Fishers, IN		Zip Code	46038	Name Typed:	John Duncan
E-Mail Address:		John@offprem.tech		Title:	VP, Education & Nonprofit Solutions
Telephone: (317)		607	5453	Fax Number: ()	
Toll-free, if available				Toll-free, if available	
DUNS NO.: 00-509-0565				FEI/FIN NO.: 47-4802495	

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

MINORITY-OWNED BUSINESS:	() YES	(X) NO	WOMEN-OWNED:	() YES	(X) NO
REGISTERED WITH eVA:	(X) YES	() NO	SMALL BUSINESS:	(X) YES	() NO
VIRGINIA DSBSD CERTIFIED:	() YES	(X) NO	VIRGINIA DSBSD CERTIFICATION#:		

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

<input type="checkbox"/> Check the box to the left "if" your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details.	See Paragraph X for more information
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D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation. **See Paragraph VIII for more information**

Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___
Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___



Introduction

Founded in 2015 and located in Fishers Indiana, Offprem Technology maintains more than 80 years of collective digital marketing experience. Established by technology industry veteran Greg Purcell, Offprem uses its in-depth knowledge of Salesforce Marketing Cloud and combines it with a unique talent for developing strategy aligned with business results. Greg worked at Salesforce from 2008-2015 as Technical Architect, Solutions Architect and Manager of Services implementing the Marketing Cloud's most complex enterprise clients and currently serves as the Managing Partner for Offprem. Joining Greg on the leadership team is Salesforce.org and education industry veteran John Duncan. John has over 15 years of experience in higher education and nonprofit leadership, serving as a student affairs administrator and faculty member at the University of Michigan and the University of Oregon and later as the chief development officer at a nonprofit educational foundation in central Indiana. Over the last 5+ years, John has helped hundreds of educational institutions and nonprofit organizations find success with Salesforce solutions. John currently serves as Vice President of Education and Nonprofit Solutions for Offprem Technology.

Offprem has 45 team members focused on delivering high impact Marketing Cloud implementation services. Collectively, we maintain 40 Marketing Cloud Certifications (including 7 Marketing Cloud Developer Certs), 5 Social Specialist Certifications, 5 Pardot Specializations, 3 Service Cloud Certifications 22 additional cross Cloud Certifications. Our team has worked with over 500 Marketing Cloud clients on over 700 projects. Additionally, two of our Consultants serve as instructors for Salesforce Trailhead (formerly Salesforce University) and have completed over 1,200 hrs of training through 40 separate courses. Offprem maintains a membership in both Marketing Cloud and Salesforce.org's Partner Programs and is a Premium Partner in Salesforce.org.

All work performed on this project will be conducted by Offprem Technology.

Qualifications of Offprem Technology

Offprem is a specialist on the Salesforce Marketing Cloud. Our firm has successfully implemented Marketing Cloud over 500 times and it represents 90% of our project work annually. With a dedicated Education and Nonprofit Team, we provide the following services:

- Salesforce Integration/Multi-Org/Custom (Non Salesforce CRM) Integrations
- Marketing Cloud Configuration/Set up
- Enterprise/Multi Business Unit Deployment
- Journey Builder + Automation Studio Implementation
- Advertising/Social/Mobile/Interaction Studio + Datorama Implementation
- Custom Subscription/Preference Centers
- Ampscript/SQL/API/HTML Services
- User Training and enablement (Customized approach for each user group on Campus/Train the Trainer Approach, etc)



Qualification of the Staff

Offprem typically utilizes the following staffing plan for a project of this nature. Below is a sample team that would likely be assigned to VCU. This group would be assigned shortly after a contract is executed. This team is largely based out of Offprem's office in the Indianapolis, IN area (Indianapolis is the global product headquarters for Salesforce Marketing Cloud). To learn more about each team member, their years of experience, etc, we have included a link to their LinkedIn profile.

Executive Sponsor: John Duncan| VP of Education & Nonprofit Solutions ([LinkedIn](#))

John is responsible for relationship management, sales processes and is the overall executive sponsor for the project. John will provide direct support during the Planning, Discovery and Design Phases of this effort.

Technical Solutions Manager: Eric Kramer ([LinkedIn](#))

Eric oversees the overall solution design and will directly lead the Planning, Discovery and Design Phases and will work closely with the Solution Architect to support the Configuration, Testing and Training Phases. Throughout the lifecycle of this project, he will serve as your first point of escalation for any issues that may emerge.

Solutions Architect: Steve Sommer ([LinkedIn](#))

Steve is your main contact for day to day activity during the solution implementation and will be leading the configuration and training efforts.

Salesforce Engineer: Jonathan Batts ([LinkedIn](#))

Jonathan will aid Eric during the Planning, Discovery and Design phases for that may involve complex integration, data modeling, SQL Queries, AMPScript or consulting on API calls. Jonathan leads all integration and data modelling and mapping efforts with any 3rd Party applications.

Project Manager: Sarah Tirey ([LinkedIn](#))

Sarah helps to create and manage the Project plan, coordinates status meetings, conducts communication management and ensures that the project is on time and that all deliverables are being met.



References

Offprem has partnered on large scale/enterprise level Marketing Cloud implementations at the following institutions that utilize a development/advancement use case:

Northeastern University
360 Huntington Ave, Boston, MA 02115
<https://www.northeastern.edu/>

Purdue University
610 Purdue Mall, West Lafayette, IN 47907
<https://www.purdue.edu/>

Kansas State University Foundation
1800 Kimball Ave #200, Manhattan, KS 66502
<https://ksufoundation.org/>

Should Offprem be selected to move forward with this process, we will happily supply the contact information for the institutions listed above.



Work Plan

Project Overview

Offprem Technology specializes in supporting higher education clients as they revolutionize how to connect with their prospective students, admitted students, parents, alumni, donors, faculty and staff – leading to enduring relationships, increased performance and a significant return on investment. Offprem is an expert in the Salesforce Marketing Cloud and provides unparalleled customer service on this platform for a broad range of clients.

This proposal illustrates the services and activities recommended to help advance VCU's evolving set of digital communication and marketing goals. Our work will include:

- Discovery and Project Mapping
- API Consultation Package
- Marketing Cloud Account Configuration/Set Up (Parent/Child Business Units)
- User Training and Enablement (remote/web based)
- Dedicated IP Warming Plan
- Journey Builder Activation/Implementation
- Einstein Marketing Cloud Activation
- Mobile Studio (SMS) Activation/Implementation
- Custom Subscription/Profile Center
- Project Management

The Higher Education community is in a state of transformation - driving a need for organizations to evolve into technologically savvy enterprises that leverage dynamic email, social, mobile, and cloud technologies to drive mission, purpose, goals and solutions. The digital era has fundamentally changed the way Higher Education institutions interact with their constituents. With more than 6 billion smartphones in circulation expected by the end of 2020, successful Universities and Colleges must deliver the anytime, anywhere, collaborative experience today's constituents expect. Offprem is excited about the opportunity to partner with you on this transformative journey!



Marketing Cloud Implementation Process

- I. Overview.** This project includes all tasks that enable Customer's first email send, first automated campaign processes (utilizing Journey Builder) and the configuration and set up of one (1) Administrative Business Unit/Parent Account and one (1) Production Business Unit/Child Account. Unless otherwise set forth below, Offprem will complete all account configuration activities, design and support an IP Warming process and complete testing activities for one Marketing Cloud account. This project involves three (3) automated processes, including the activation of Journey Builder (will involve the set up and execution of one automated sequence/journey, support, training and guidance for Customer in building and deploying a second journey and will evaluate a third journey completed by Customer before its deployed to ensure its in alignment utilizing the Salesforce Marketing Cloud's Journey Builder product). The deployment of an API Consultation Package will be provided to support the Customer in their effort to configure their respective CRM API to sync with Marketing Cloud. This project will also include the build of a Custom Subscription/Profile Center and the activation of Mobile Studio/SMS and Marketing Cloud Einstein and provide basic and advanced user training sequences delivered remotely/virtually.

II. Project Requirements

- A.** Marketing Cloud: Basic, Professional, Corporate or Enterprise Edition
- B.** Named/identified Salesforce Marketing Cloud Administrator
- C.** Sender Authentication Package (SAP)
- D.** Journey Builder feature enabled
- E.** Marketing Cloud Automation Studio (for queries, imports, file transfers, programs, etc.).
- F.** Marketing Cloud Web Services API feature enabled
- G.** Defined Journey (Journey Builder) that has been approved by Customer
- H.** Emails built within Salesforce Marketing Cloud to use in IP Warming Process
- I.** Emails built within Salesforce Marketing Cloud to use in each automation
- J.** An Excel file or Data Extension containing the subscribers selected to participate in each automation
- K.** Customer use case scenarios (for training)
- L.** Availability of users to attend training
- M.** Temporary user credentials into Customer's SFMC account
- N.** 10-12 week lead time for mobile carrier approval of code provisioning documentation for full activation of private short code.
- O.** Customer completion of required documentation for short code provisioning (U.S. code provisioning only), including:
 - i. W-9
 - ii. Federal tax ID or Employer Identification Number (EIN)
 - iii. Email address for subscriber help
 - iv. Customer webpage to host mobile help/terms and conditions
 - v. Mobile campaign description, call to action and response examples

III. Methodology. This project consists of the following stages and activities:

- A. Stage 1 – Design.** Stage 1 includes all project setup and design activities. An Offprem team member will contact the identified Customer stakeholder to introduce him/herself,



provide information about the project schedule and request documentation and information from Customer needed to successfully begin the data import activities, account configuration, mobile studio set up, automation builds and training sequences. In this consultation, Customer will be asked to:

- i. Identify the Marketing Cloud Administrator (if applicable)
- ii. Discuss the business needs
- iii. Discuss the goals of the training session and define success
- iv. Identify the training participants
- v. Provide automation workflows/diagrams
- vi. Discuss IP Warming – identify email/campaigns that will be utilized in process
- vii. Review calendar, schedule discovery sessions
- viii. Provide requirements for Custom Subscription/Profile Center
- ix. Initiate Private Short Code Acquisition Documentation
- x. Create temporary user credentials for Offprem staffing resources

Offprem shall produce a functional specification document that outlines Customer's project requirements, as well as all configuration, Customer Subscription/Profile Center activities and testing tasks for Journey Builder automation solutions (the "**Solution Workbook**"). The Solution Workbook is comprised of three components: (1) Customer's requirements, (2) solution overview, and (3) configuration details. During Stage 1, Offprem will present a document containing the proposed solution to Customer based upon Customer's requirements. The Solution Workbook will be revised as necessary and will require acceptance from Customer prior to proceeding to Stage 2.

An Offprem Salesforce Engineer will provide an API consultation process in collaboration with Customer's designated resources to determine the most effective approach and timeline for utilizing Marketing Cloud API to sync with Customer CRM to create a fully automated data sync between the CRM and Salesforce Marketing Cloud. Customer is subsequently responsible for building CRM/native API to sync with Marketing Cloud.

The implementation of Journey Builder will begin with a Journey Mapping/Workflow development session. The session is designed to provide an opportunity for Marketing Cloud users to engage Offprem in a robust discussion about their use case(s), goals, key performance indicators (KPI's), challenges and needs as it pertains to automated email campaign activity. Once the workflows have been developed, the implementation will involve the set up and execution of three (3) distinct Journeys:

1. One (1) Journey built, tested and deployed from Customer's instance of Marketing Cloud
2. One (1) Journey co-built, tested and deployed from Customer's instance of Marketing Cloud. This Journey will focus extensively on training and directly supporting the Customer in learning how to use the Journey Builder tool set.
3. One (1) Journey built and tested by Customer – evaluated by Offprem to ensure compliance with product and industry best practices – then deployed live.

Upon acceptance of the solution overview, Offprem will proceed to Stage 2 and begin the configuration activities. The final Solution Workbook, including the configuration detail, will be delivered at the close of the project.

- B. Stage 2 – Configure/Build.** Offprem will setup and configure the application to utilize a Multi-Business Unit environment (Parent/Child Account) to support SFTP import/export activity, template-based email builds, sending using the Marketing Cloud interface for the production Business Unit. Account configuration will consist of the following tasks:
- Verification that the account is provisioned properly
 - Configuration of the following account settings:
 - Name
 - Physical mailing address
 - Time zone
 - Date format
 - Default sender email display (email display name)
 - Default sender email address (email reply address)
 - Default send classification
 - Configuration of one standard header and footer (includes View As Webpage and CAN-SPAM footer) (if applicable)
 - Configuration of one Sender Authentication Package (SAP), including:
 - Private domain
 - One IP address
 - Authentication – Marketing Cloud will authenticate Customer's email sends with sender policy framework, sender ID, and domain keys/DKIM authentication
 - IP warm-up will consist of the following tasks for one (1) IP address for Customer
 - Development of one IP warm-up plan
 - Customer to identify campaigns with volumes that align with the IP warm-up plan with the most engaged subscribers/segments
 - Customer to build email content and email audience for each daily IP warm-up deployment
 - Customer is responsible for deploying daily emails for IP warm-up
 - Configuration of user accounts, with configuration detail to include:
 - Name
 - Email
 - Login name
 - Account role
 - Configuration of standard Reply Mail Management, a mechanism to control the messages Customer receives back from its subscribers
 - Configuration of Web Analytics Connector
 - Data Model design and configuration
 - Offprem will provide advisory services on the import of data. Client is responsible for the actual data import.
 - Client is responsible for data transformation, cleansing, aggregation, or de-duplication.
 - Perform one test send walk-through with Customer of one static email for enablement purposes

The Solution Workbook is the basis for all automation activities built in Stage 2. Offprem will setup and configure one automated campaign as designed in the Solution Workbook utilizing Journey Builder and train and guide Customer resources on the building of a second Journey.



The Mobile Connect/SMS Implementation include the following:

- i. Provisioning of one (1) Private Short code with supported aggregator
- ii. Notification of launch with Mobile CarriersSet up two (2) lists for contacts:
General subscribers & Campaign Specific
- iii. Setup of the following required mobile keywords and messages:
 - a. Set-up standard JOIN mobile opt-in message
 - b. Set-up standard HELP message
 - c. Set-up standard STOP message

Utilizing a mutually agreed upon design, Offprem Technology will create a Cloudpage/landing page that will collect subscriber profile information and enable subscribers to manage subscription preferences. The landing page configuration will consist of the following tasks:

- A sectioned page that will contain all the prefs shown dynamically based on contact.
- A Data Extension that will dynamically run this page to show correct Subscriber data
- Each preference section will pull it's info from the DE including the section title and the preferences titles and descriptions contained in that Section.
- When checking a preferences the user will be opted into that preferences. This will also update the users Contact in CRM. When unchecked the user will be opted out also updating the contact.
- A global Unsubscribe option at the bottom of the page to remain CAN-SPAM compliant
- Receiving these files via FTP file entry/API

The initial training sequence (1 & 3) covering the account fundamentals of Marketing Cloud will be scheduled in Stage 2 and delivered in Stage 3. Training includes all tasks that enable Customer to build an email, upload subscribers, send email to a new or existing list, and review tracking data. The use of advanced features will also be reviewed as deemed appropriate by the Customer. Such features include but are not limited to Automation Studio, Journey Builder (post implementation), Content Builder, Segmentation Tools, Data Extensions, A/B testing, and Dynamic Content. When possible, all training exercises will be customized to account for Customer use case, goals and timeline. Each training session is recorded and made available to the Customer.

- C. Stage 3 – Deploy.** Following completion of Stage 2, Offprem will demonstrate a test send and review the results with Customer. Once a successful test send is complete, Offprem will assist Customer in loading all production information (e.g. subscribers) and assist Customer with a production test send and a series of sends designed to effectively warm Customers private IP address. Customer is responsible for building all email's and campaigns used in the IP Warming process. Offprem will organize the schedule and monitor deployment process. Once this process is complete, Offprem will deploy the first Journey and train customer on Journey Builder toolset. Training time will be dependent on the amount of hours remaining in scope after the initial Journey is built and deployed. The initial training sequences will be delivered in Stage 3. The next remote training sequence (2 of 3) covering advanced features and functionality of Marketing Cloud will be scheduled and deployed during stage 3 per Customer availability.



The Custom Profile/Subscription Center will be tested and deployed live. An Offprem Technology Architect will be available for training to answer any questions related to the custom preference center and provide knowledge transfer to Customer developers/administrators.

- D. **Stage 4 – Complete.** The final Remote Training sequence (3 of 3) for Marketing Cloud will be deployed during Stage 4 and will utilize specific use case scenarios provided by Customer to guide the training priorities. Following the successful training sequences, Offprem will review the engagement with Customer leadership, walk through each stage of the project, and complete all written and verbal knowledge transfer (project documentation).

IV. Change Management. During the configuration of this solution, circumstances may necessitate changes to the tasks and/or time estimates included in the scope of this project. If this occurs, Offprem and Customer will in good faith discuss these changes at their earliest opportunity. Customer will not be billed or accrue any additional charges for service fees not set forth in the SOW unless otherwise agreed to in writing.

V. Offprem Team. This project will be delivered by members of Offprem Technology. Additional project resources may be used if necessary and will not incur additional fees to Customer unless otherwise agreed to in writing.

VI. Customer Expectations.

- A. Customer should expect to spend around 3-4 hours a week for status meetings, and general questions.
- B. Customer is responsible for creating/building all email that will be utilized during the IP Warming Process and the automation deployments.
- C. Customer is responsible for CRM API configuration and/or procuring ETL/Integration Platform licensing with 3rd Party.
- D. Customer is responsible for all modifications in their CRM that will support the data sync with the custom subscription center, including API connectivity.
- E. Custom object for subscription preferences will be built and tested in CRM then moved to Production prior to go-live.
- F. Customer will provide user experience resources to consult on UX design of custom subscription center.
- G. Customer will provide resources for User Acceptance Testing throughout the engagement.

VII. Exclusions & Assumptions. This project does not include the following:

- A. This engagement does not include the development of any text messages, custom reports or data extracts.
- B. Creative and design services, including HTML design and development, copy writing or image sourcing. All content will be provided by customer.
- C. API, SQL/Queries, AMPScript development or training (requires custom-scoped services engagement).
- D. Set up and deployment of Social Studio or Advertising Studio.



- E. Any delays in Customer providing required information or documentation will result in delays in short/long code provisioning.
- F. Offprem works as the liaison between Customer, the aggregator (the entity with direct connections to the carriers), and the carriers for submission and approval of private short/long codes.
- G. Each carrier follows their own code provisioning process and may take more or less time than the average 8-12 week provisioning timeframe, Offprem is not responsible for any resultant delay.
- H. The code provisioning process/timeframe is outside the control of Offprem.
- I. Carriers may request additional documentation or changes to Customer's mobile program as defined in the code provisioning documentation submitted to carriers.
- J. This engagement does not include any Email Deliverability services. If required, additional scoping will be necessary.
- K. Statement of Work does not account for preference center design. Customer will provide final design in PDF, Photoshop and the necessary HTML/CSS to complete design. Offprem will review and supply level of effort to Customer to convert the given design to the necessary HTML/CSS if applicable.
- L. Travel expenses, if applicable, are not included and will be invoiced separately.

VIII. Deliverables. At the conclusion of this engagement, Offprem shall provide Customer with the following deliverables:

- A. Discovery and Project Mapping Process.
- B. Configuration of one (1) Marketing Cloud Business Unit/Parent Account (Administrative Account).
- C. Configuration of one (1) Marketing Cloud Business Unit (Production/Child Account).
- D. API Consultation Package.
- E. Delivery of first send and standard status reporting for a single campaign (non-automated).
- F. Assistance with delivery of first send and standard status reporting for four Automated campaigns/processes.
- G. Configuration of a Sender Authentication Package.
- H. Configuration of Reply Mail Management (RMM) (setup of an automatic reply message, configures of rules which accommodate filtering out of office replies, unsubscribe requests and configures remaining legitimate replies to be delivered to a monitored email address).
- I. Setup of assets for account branding including logos, colors.
- J. Setup of Sender Profiles for promotional and transactional sends.
- K. Development of structured IP Warming plan.
- L. Training agendas for all training sessions.
- M. Three (3) Remote Training Sequences (18 hrs total/9 two hr sessions).
- N. One (1) Journey build, tested and deployed.
- O. One (1) Journey co-built, tested and deployed (training Journey for Customer end users).
- P. One (1) Journey built by Customer resources reviewed and validated by Offprem before deployment.
- Q. Required SMS code provisioning documentation submitted for approval for one (1) distinct private short code.
- R. Configured and tested keywords and messages for JOIN, STOP, and HELP.



- S. One, remote training sequence for Mobile Connect (up to 15 participants, typically delivered in two-hour blocks, up to 4 hours total).
 - T. Set up two (2) lists for contacts: General subscribers & Campaign Specific.
 - U. Activate Einstein Marketing Cloud.
 - V. Build and deployment of Custom Profile/Subscription Center that sends preference/demographic information from subscription center to customer CRM (via Customer built API) and from CRM to Marketing Cloud (via Customer build API). This includes the following unique pages:
 - One custom landing page with subscription and profile fields
 - One custom one click unsubscribe/confirmation pagePull preference fields into synchronized data extensions and create a process by which Customer modifies their current segmentation practice to incorporate the data extension that has the preference info.
 - W. Project Management.
 - X. Completed Solution Workbook.
 - Y. Final project documentation.
- IX. Risk Management.** Offprem will manage all project activity and documentation in a designated Google Drive that the Customer has 24/7 access to. During Discovery and Project Mapping, an assessment will occur to ensure that the Customer requirements and timeline align with the proposed scope of work. If amendments are needed, they will be discussed and determined at this stage. Project materials will be defined and signed off on before proceeding. Once the project is in flight, the Solutions Architect will also publish a Status Report via email once per week and discuss it during a weekly check in call. This call will be utilized, in part, to denote and discuss any project risks that emerge during the course of this deployment. Offprem has a large Marketing Cloud staff. Should any staffing turnover occur at Offprem, the Offprem Executive Sponsor and Technical Solutions Manager will meet with Customer leadership to discuss and to introduce new project team members as needed. All internal knowledge transfer will be the responsibility of Offprem.
- X. Duration.** This project is expected to be completed in 14 to 18 weeks from the start date based on Customer responsiveness and availability. A detailed project plan will be created collaboratively during the discovery and project mapping stage.



APPENDIX I

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN,

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not currently Virginia Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors, or as suppliers. VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

Based on the definition provided by VCU via this RFP:

“Small business is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.”

Offprem comply' s with definition as it has fewer than 50 employers and recieves less than \$10 million annually in gross receipts. If awarded, Offprem plans to apply for DSBSD certification.

Commitment for utilization of DSBSD SWaM Businesses:

100 % of total contract amount that will be performed by DSBSD certified SWaM businesses (see above).

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: John Duncan

Email: John@offprem.tech

Phone: 317-607-5453

Firm: Offprem Technology, LLC

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

A handwritten signature in black ink, appearing to read "JD", is written over a horizontal line.

Acknowledge by (Signature): _____

Name Printed: John Duncan

Title: Vice President, Education & Nonprofit Solutions

Email: John@offprem.tech

APPENDIX II INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable, PO Box 3985 Scranton, PA 18505, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the VCU RealSource vendor portal; and Contractor agrees to comply, to the extent commercially reasonable, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, but the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the method selected below.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Questions regarding this method of payment should be sent to commcard@vcu.edu.




2. Paper Check

Contractor must indicate the method of payment selected:

Commercial Card Payment (Wells Fargo VISA)

Paper Check

Invoicing and Payment Method Acknowledgement:

Signature: _____

Name Printed: John Duncan

Title: Vice President, Education & Nonprofit Solutions

Name of Firm: Offprem Technology, LLC

Date: July 22, 2021

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: Greg Purcell
Title: Managing Partner
Mailing address: 12175 Visionary Way
Fishers, IN 46038
Email Address: Greg@offprem.tech
Phone Number: 317-225-7573

Cost Estimate

OFFPREM HRLY RATE \$180.00 USD – Time and Materials

OFFPREM TECHNOLOGY	ALLOTTED HOURS	AMOUNT
Project Discovery and Planning	16	\$2,880
API Consultation Package	24	\$4,320
Configuration/Set up for Parent/Administrative Account	16	\$2,880
Configuration/Set up for Child/Production Account (1)	32	\$5,760
Marketing Cloud Training/User Enablement (Remote)	18	\$3,240
Marketing Cloud Training Preparation	12	\$2,160
Journey Builder Activation/Implementation	72	\$12,960
Mobile Studio Activation/Implementation	30	\$5,400
Custom Subscription/Profile Center Build	72	\$12,960
Einstein Engagement Scoring Configuration	8	\$1,440
Project Management	45	\$8,100
TOTALS 345 Hrs		\$62,100

All prices are in US Dollars

Thank You!